

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

MARION AND POLK SCHOOLS CREDIT
UNION, an association,

Plaintiff,

vs.

CHARLES A. SIDES,

Defendant.

Case No. 12C24575

COMPLAINT

Subject to Mandatory Arbitration

Claim between \$10,000 and \$50,000

COMES NOW Plaintiff, Marion and Polk Schools Credit Union, by and through its attorney, Alan G. Hanson, and alleges as follows:

1.

At all material times, plaintiff was and is an unincorporated association organized under the laws of the State of Oregon pursuant to the Oregon Credit Union Act, with its primary location of business in Marion County, Oregon.

2.

All material transactions between plaintiff and defendants occurred in Marion County, Oregon.

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First Claim for Relief

3.

On or about April 20, 2007, defendant executed an Open-End Credit Plan, from which from time to time defendant could make advances. A copy of the Open-End Credit Plan is attached hereto as "Exhibit A" and by this reference incorporated herein as if fully set forth

4.

Pursuant to the terms of the Plan Agreement, on or about April 14, 2008, defendant requested an advance for the purchase of a 2000 Winnebago Motorhome, (Vehicle) A copy of the Open-End Disbursement Receipt is attached hereto as "Exhibit B" and by this reference incorporated herein as if fully set forth.

5.

Defendant granted plaintiff a security interest in the Vehicle and plaintiff perfected its interest in accordance with the Oregon Certificate of Title rules.

6.

Defendant is in default under the terms and conditions of the Plan Agreement for the above-described advance by reason of Defendant's failure to pay monthly installments as agreed.

7.

By reason of the default described herein, plaintiff does hereby declare all principal and interest immediately due and collectable, and there is now due and owing

1 to plaintiff the sum of \$44,707.74 (\$43,122.31 principal) plus late fees and interest at the
2 rate of 9.25% per annum from November 23, 2012, until paid.

3 8.

4 Pursuant to the terms of the Open End Plan the plaintiff shall be entitled to
5 recover reasonable attorney fees incurred in the collection thereof, and plaintiff is
6 entitled to its reasonable attorney fees incurred herein.

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8 **. Second Claim of Relief**

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10 In addition to and without waiving the claim above, plaintiff realleges paragraphs
11 one (1) through eight (8) of the claim above.

12 10.

13 By reason of the default described herein and the terms of the security
14 agreement described on Exhibit A, hereof, plaintiff is entitled to immediate possession
15 of the Vehicle.

16 11.

17 On or about October 13, 2012 plaintiff contacted to defendant to recover
18 possession of the vehicle but defendant refused to relinquish possession thereof.

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1 WHEREFORE, plaintiff prays for relief as follows:

2 On Its FIRST Claim for Relief:


- 3 A. A judgment against defendant the amount of \$44,707.74 plus late fees and
4 interest at the rate of 9.25% per annum from November 23, 2012, until paid;
- 5 B. For plaintiff's reasonable attorney fees, per Retail Installment Contract; but in the
6 event of default, attorney fees in the amount of \$500.00, pursuant to the terms of
7 the contract;
- 8 C. For prevailing party fees and plaintiff's cost and disbursements incurred herein;
- 9 D. Docketing of the granted judgment in the Marion County Circuit Court, register of
10 actions;
- 11 E. Awarding plaintiff such other and further relief as the court shall deem just and
12 proper.
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15 On Its SECOND Claim for Relief:

- 16 A. For a judgment awarding plaintiff possession of the 2000 Winnebago
17 Motorhome, which shall be sold and the proceeds of sale, after deducting the
18 reasonable cost of sale, shall be credited to the judgment obtained herein, and for
19 plaintiff's reasonable attorney fee and costs and disbursements incurred herein;
- 20 B. In the alternative, for judgment ordering the Sheriff of the County in which the
21 2000 Winnebago Motorhome is located to take possession of the foregoing
22 collateral and to sell the same in the manner provided by law, and that the
23 proceeds shall be applied as follows:
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- 1 a. To the cost of sale;
- 2 b. To satisfaction of plaintiff's cost, disbursements and reasonable
- 3 attorney fees;
- 4 c. To satisfaction of plaintiff's judgment herein; and
- 5 d. To the Clerk of the Court, any surplus subject to further Order of the
- 6 Court.

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9 Alan G. Hanson, OSB# 972780

10 Attorney for Plaintiff

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Marion and Polk Schools Credit Union
PO Box 12398, Salem, OR 97309
503.588.0181 • 800.688.0181
www.mapscu.com • maps@mapscu.com

LOANLINER.

57875

Open-End Disbursement
Receipt *Plus*

BORROWER INFORMATION

BORROWER 1 NAME Charles Sides	ACCOUNT NUMBER 74074	DATE 04/14/2008
BORROWER 2 NAME		

SECURITY OFFERED | CONSUMERS' CLAIMS AND DEFENSES -- IF CHECKED, SEE NOTICE BELOW

THE ADVANCE IS SECURED BY YOUR SHARES, ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE, AND THE FOLLOWING PROPERTY:

PROPERTY/MODEL	YEAR	I.D. NUMBER	VALUE	KEY NUMBER
WINNEBAGO	M35-U-FORD	2000	3FCNF5385YJA10452	\$ \$ \$ \$

PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER	PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER
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REPAYMENT TERMS

DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE	INTEREST RATE IS:	OTHER FEES (Amount and Description)	NEW BALANCE THIS SUBACCOUNT	
0.025342 %	9.250 %	Fixed	\$	\$ 53374.39	
AMOUNT ADVANCED	PAYMENT AMOUNT	DATE DUE	PAYMENT FREQUENCY	LINE OF CREDIT LIMIT	REMAINING LIMIT
\$ 53374.39	\$ 549.67	05/15/2008	Monthly	\$	\$ 0.00

\$53259.39 TRANSFER TO 385840-10 TO PAYOFF EXISTING MAPS LOAN. \$55.00 CHECK TO DMV; \$60.00 TO LOAN GL

By endorsing the proceeds check for the advance described above, or by having the loan proceeds deposited into your share/share draft account or paid to a third party, you agree: (1) that the property described in the Security Offered section above ("Property") is security under the terms of the LOANLINER Credit and Security Agreement (the "Plan") for all amounts you owe under the Plan and that the property description is incorporated into and a part of the Plan; (2) that the Property is also security for any other loans, including but not limited to, any credit card loan that you have with the credit union now or in the future; and (3) to make payments as disclosed above and in accordance with the terms of the Plan.

CONSUMERS' CLAIMS AND DEFENSES NOTICE

The following paragraph applies to the Advance only if the box is checked.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FOR CREDIT UNION USE ONLY

REQUESTED: OFFICE	MEMBER PAYS PREMIUM FOR:	CHECK NUMBER: 211803	BRANCH NUMBER: 8
DATE 04/07/2008	LOAN OFFICER COMMENTS: AUTOPAY FROM 74074-10	PLAN/SUBACCOUNT NO.: 6	PROCESSED BY: JH
			LOAN OFFICER INITIALS JH